



U.S. Department  
of Transportation

**Federal Highway  
Administration**

Ms. Tessa Rinner  
Director of Programs Denali Commission  
Transportation Program Manager  
Denali Commission  
510 'L' Street, Suite 410  
Anchorage, AK 99501



August 10, 2006

Refer to: HFL-17  
06X50006.orig.doc

Dear Ms. Rinner:

Reimbursable Agreement No. DTFH70-06-X-50006  
Denali Commission Agreement No. Walden Pt. 2006-(1)  
Walden Point Road Funding

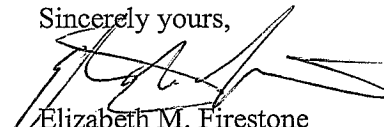
Enclosed are two signed copies of the above captioned Agreement that were signed by Western Federal Lands Highway Division (WFLHD) August 10, 2006.

Please obtain the appropriate signature and return one (1) original to this office.

In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Federal Highway Administration, Western Federal Lands Highway Division is 69-05-0001. If you have any questions regarding billing information, please call Carol Smedley, Financial Specialist, at (360) 619-7734.

If you have any questions regarding this agreement, please contact Mike Traffalis, Highway Engineer at (360) 619-7787 or Marlene M. Marcellay, Reimbursable Agreements Specialist at (360) 619-7565.

Sincerely yours,



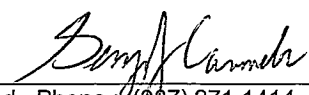
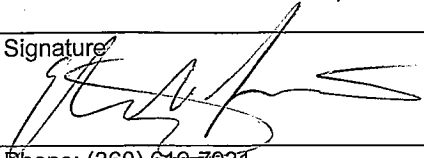
Elizabeth M. Firestone  
Contracting Officer

Enclosures (2): No. DTFH70-06-X-50006

cc: Mike Traffalis, Highway Engineer, WFLHD  
Carol Smedley, Finance, WFLHD  
Jan Palmer, Finance, WFLHD  
Acquisition file: DTFH70-06-X-50006  
Project file: Walden Point Road



<b>DENALI COMMISSION AGREEMENT</b>		Denali Commission Agreement No: <b>Walden Pt-2006- (1)</b>	
Project: <u>Walden Point Road Funding</u>		Other Agency's Agreement No: <u>DTFH70-06-X-50006</u>	
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency		EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>May 30, 2008</u>	
		Page 1 of 6	

1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.			
2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply) <input type="checkbox"/> 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting agency and state agencies, civil subdivisions of a state, or Tribes will be performing services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.) <input type="checkbox"/> 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one <u>federal</u> agency to secure items/services from another <u>federal</u> agency.) <input type="checkbox"/> Other. _____			
2b. AUTHORITY FOR SERVICING AGENCY: <input checked="" type="checkbox"/> 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.) <input type="checkbox"/> Other. _____			
3a. REQUESTING AGENCY ADDRESS  DENALI COMMISSION 510 "L" Street, Suite 410 Anchorage, Alaska 99501		3b. SERVICING AGENCY ADDRESS  Western Federal Lands High Highway Division 610 East Fifth Street Vancouver WA 98661-3801	
4a. Denali Commission Accounting & Appropriation Data:		4b. SERVICING AGENCY Accounting & Appropriation Data: 1517022311708 310.00.15F0.02	
5. FUND AMOUNT  Amount Obligated by this Action: <u>\$1,000,000.00</u>		6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) <input checked="" type="checkbox"/> Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.)  <input type="checkbox"/> Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV.  See "Financial Administration" portion of this document for further details.	
7a. WFLHD FINANCE BILLING INFORMATION  1. 8-digit Agency Location Code (ALC): <u>95-67-0000</u> 2. DUNS #: <u>029-585-416</u> 3. Tax ID #: <u>92-0173238</u> 4. Finance Office Contact: <u>Corrine Elio</u> 5. Finance Phone: <u>(907) 271-1414</u> 6. Finance FAX: <u>(907) 271-1415</u> 7. Finance email : <u>celio@denali.gov</u>		7b. SERVICING AGENCY FINANCE BILLING INFORMATION  1. 8-digit Agency Location Code (ALC): <u>69-05-0001</u> 2. DUNS #: <u>928-338-219</u> 3. Tax ID #: <u>53-0204534</u> 4. Finance Office Contact: <u>Jan Palmer</u> 5. Finance Phone: <u>(360) 619-7624</u> 6. Finance FAX: <u>(360) 619-7945</u> 7. Finance email : <u>jan.palmer@fhwa.dot.gov</u>	
8a. Denali Commission APPROVAL (Name & Title - (type or print) Federal Co-chairperson, Denali Commission George Cannelos		9a. OTHER AGENCY APPROVAL (Name & Title - type or print) WFLHD Elizabeth M. Firestone, Contracting Officer	
b. Signature 		b. Signature 	
c. Date <u>8/14/06</u>		c. Date <u>8/10/06</u>	
d. Phone : <u>(907) 271-1414</u> Email : <u>gcannelos@denali.gov</u>		d. Phone: <u>(360) 619-7931</u> Email: <u>Elizabeth.Firestone@fhwa.dot.gov</u>	

<b>DENALI COMMISSION AGREEMENT</b>	
Project: <u>Walden Point Road Funding</u>	Denali Commission Agreement No: <b>Walden Pt-2006- (1)</b>
	Other Agency's Agreement No: <u>DTFH70-06-X-50006</u>
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>May 30, 2008</u>

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Scope: See Walden Pt Project Signed Project Agreement. Unsigned shown here:

### Project Agreement

#### **Walden Pt Road**

#### **Denali Commission FY06 Funding Assistance**

**State:** Alaska

**Project Title:** Walden Point Road

**Project Location:** The project is located on the Annette Islands Reserve in Southeast Alaska, which is south and slightly east of Ketchikan. Walden Point Road will connect the Metlakatla Indian Community to a new ferry terminal at the north end of the Island in Annette Bay. Annette Bay is approximately three miles southeast of Saxman and the Ketchikan/Saxman road system.

**Parties to the Agreement:** Denali Commission

And

U.S. Department of Transportation  
 Federal Highway Administration  
 Western Federal Lands Highway Division (WFLHD)

**Purpose of this Agreement:** This Agreement documents the intent of the parties for Walden Point Road construction project funding.

**Authority:** This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali as defined in SAFETEA-LU. Denali Commission Resolution Number 06-17 passed May 23, 2006 established the intent of the Denali Commission to allocate funds to WFLHD for the construction phase for the Walden Pt Road. The approved fund total is \$1,000,000.

Funds allocated for this project are for the construction phase of a public road, operated by a public organization with the authority to take a public road jurisdictional role. The project must comply with federal requirements including the compliance with the National Environmental Policy Act (NEPA). A range of reasonable alternatives have been evaluated as required by NEPA regulation. Amendments to the scope of this project agreement may be required dependent upon the decision of future NEPA document actions. Modifications to this agreement will be approved by an amended agreement signed by all parties.

**Planning and Coordination:** Walden Point Road is being constructed in accord with a six agency Memorandum of Agreement. The parties to the Agreement are the Department of Defense, the Metlakatla Indian Community, the Bureau of Indian Affairs, the Alaska Department of Transportation and Public Facilities, the Federal Highway Administration, and the Alaska National Guard. Representatives from these parties meet several times each year to assure the maximum in planning and coordination.

**Project Purpose and Benefits:** The purpose of the project is to improve the quality of life for the Metlakatla Indian Community (MIC) by providing a safe, convenient, and efficient highway/shuttle ferry transportation link between Metlakatla and the Ketchikan/Saxman road system. A secondary purpose is to provide training for U.S. military units under the Department of Defense (DOD) Innovative Readiness Training (IRT) Program. This project is critical to the Metlakatla Indian Community because infrequent and inconvenient transportation between Metlakatla and the Ketchikan area has resulted in negative social, economic, and medical impacts to the community. Limited

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transportation constrains Metlakatla residents' pursuit of educational resources, employment opportunities and access to medical facilities.

Additional Benefits are occurring such as employment of Metlakatla and Ketchikan residents, and with equipment rentals from Metlakatla and Ketchikan. Materials and supplies acquired from Metlakatla and Ketchikan merchants are also helpful to their economy.

### Proposed Work FY06/FY07

One of the on-going construction operations will be on building road between stations 22+200 and the ferry terminal at station 23+187. The design between stations 22+200 to 23+187 indicates there to be approximately 122,000 cubic yards of blasting required. By concentrating on this area during September 06 to April 07 this will ensure us that the majority of drilling and blasting will be completed and allow for 07-construction season to focus on building the remaining fills, installing the remaining culverts and finish the grading between stations 16+000 to 23+187. This operation is a critical to the overall goal of completing the entire road to subgrade by September 07.

- Construction Operation from September 06 through April 07.
  - A rough projection for winter construction costs are as follows\*:

1. 3 excavators	\$ 165,000
2. 3 quarry trucks	\$ 165,000
3. 3 rock drills	\$ 142,500
4. 1 vibratory roller	\$ 45,000
5. 7 MIC operators	\$ 119,200
6. 5 Federal contracted operators	\$ 360,000
7. Federal Highway Costs	\$ 200,000
8. Explosives	\$ 70,000
9. Fuel	\$ 85,000
10. Leased Equipment Maintenance	\$ 144,000
Sub total	\$1,495,200
10% Contingencies	\$ 149,520

TOTAL \$1,644,720

#### Note:

- Proposed Work Items 1 through 4, will be contracted with local SE Alaska Equipment Suppliers;
- Proposed Work Item 5, will be direct local Metlakatla Hires;
- Proposed Work Item 6, will be contracted with SE Alaska Construction Firm;
- Proposed Work Item 7, will be covered by Federal Earmark Funds;
- Proposed Work Item 8, will be purchased from Local SE Alaska Explosives firm;
- Proposed Work Item 9, will be contracted to local SE Alaska Firm;
- Proposed Work Item 10, will be covered by Federal Earmark Fund.

Of the Proposed 10 work items listed above, the Denali Commission Funds will be used to cover items 1, 2, 3, 4, 5, 6, 8, and 9 up to but not exceeding \$1,000,000.

Denali Commission interest in construction results during the current fiscal year will be assured through qualified activities should there be any slippage in our anticipated progress. These include construction rental equipment payments, fuel payments and local civilian equipment operator payments. WFLHD will assign Denali Commission funds to active construction efforts that best contribute to opening the completed road to public traffic on the project target date of August 2008.

### Construction Development

During construction phase of the project, WFLHD will ensure a quality product. The Project Engineer is WFLHD's designated project contact.

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Upon completion of the construction phase outlined above, WFLHD and Denali Commission will hold a final inspection.

**Funding:** \$1,000,000 of Denali Commission Roads Funds will be allocated to perform the work described in this agreement.

### III. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission Contracting Officer and shall remain in effect through **December 31, 2007**, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

### IV. FINANCIAL ADMINISTRATION

A. **Total Agreement Amount:** See block #5, cover page, for funds obligated by this agreement.

**Funding Citations:** See blocks 4a & 4b. of cover page.

B. **IPAC:** In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Denali Commission is 95670000. For IPAC payment approval, the Servicing Agency will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

C. **Reimbursable Payment:** The **servicing agency is authorized to bill quarterly as costs are incurred and authorized, and should correspond to actual IPAC payment submission.** The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

Submit cost support documentation and Progress Report to:

Ms. Tessa Rinner  
 Director of Programs Denali Commission  
 Transportation Program Manager  
 DENALI COMMISSION  
 510 "L" Street, Suite 410  
 Anchorage, Alaska 99501

D. **Administrative Fee:** Unless otherwise explicitly stated in this Agreement, Denali Commission shall not be liable for any additional administrative fees.

### V. KEY OFFICIALS

#### REQUESTING AGENCY -

Contact: Ms. Tessa Rinner  
 Title/Department: Director of Programs Denali Commission, Contracting Officer's Technical Representative  
 Voice: (907) 271- 1414  
 Fax: (907) 271-1515  
 Email: [trinner@denali.gov](mailto:trinner@denali.gov)

<b>DENALI COMMISSION AGREEMENT</b> Project: <u>Walden Point Road Funding</u>		Denali Commission Agreement No: <b>Walden Pt-2006- (1)</b> Other Agency's Agreement No: <u>DTFH70-06-X-50006</u>
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#### **SERVICING AGENCY- Western Federal lands Highway Division WFLHD**

Contact: Michael Traffalis  
 Voice: (360) 619-7787  
 FAX: (360) 619- 7846  
 Cell: (360) 607-2749  
 Email: [michael.traffalis@fhwa.dot.gov](mailto:michael.traffalis@fhwa.dot.gov)

#### **VI. SPECIAL PROVISIONS**

A. Confidential information

#### **VII. MODIFICATIONS**

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

#### **VIII. AGREEMENT COMPLETION**

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

#### **IX. TERMINATION**

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination.

<b>DENALI COMMISSION AGREEMENT</b> Project: <u>Walden Point Road Funding</u>		Denali Commission Agreement No: <b>Walden Pt-2006- (1)</b> Other Agency's Agreement No: <u>DTFH70-06-X-50006</u>
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## X. Agreement Standard Conditions

### Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency using an agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

### Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.
- 6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.
- 7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

### Administration

- 8. Responsibilities.** The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

**9. Third Party Liability.** With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

**10. Disputes.** Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

### Other

- 11. Publication or Sharing Results.** If either party publishes or shares any results arising from this agreement, they shall submit a proposed release to the cooperating party for review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work.
- 12. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.
- 13. Travel.** All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.